

NEGOTIATED AGREEMENT

Between



**HEADQUARTERS, U.S. ARMY ARMAMENT,
MUNITIONS AND CHEMICAL COMMAND
ROCK ISLAND, ILLINOIS**

and

**NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES
LOCAL R7-68**

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PREAMBLE

Pursuant to the policy set forth in the Federal Service Labor-Management Relations Statute (5 USC Chapter 71, this agreement is entered into between Headquarters, U.S. Army Armament, Munitions and Chemical Command (HQ, AMCCOM), hereinafter the Employer, and Local R7-68, National Association of Government Employees, Service Employees International Union, AFL-CIO, hereinafter the Union, and collectively known as the Parties.

The Union was granted exclusive recognition on 28 April 1972, Case No. 50-8188(25); as amended on 28 February 1975, Case No. 50-13007(AC). The Union was again certified on 31 March 1975, Case No. 50-11125(RA). The unit was amended on 3 May 1977 in Case No. 50-15444(AC). The unit was clarified on 17 December 1984, Case No. 5-CU-50005, and amended on 12 February 1985, Case No. 5-AC-50002.

In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level (above the level of the Commanding General, HQ, AMCCOM).

Whereas the public interest requires high standards of employee performance, and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and whereas the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and whereas the participation of employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employer.

Now, therefore, with the foregoing in mind, the Union and the Employer, in order to advance the mission of the HQ, AMCCOM and the well-being of its employees, enter into this agreement.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. Unit Definition. The Employer recognizes the Union as the exclusive bargaining representative for the following unit: All nonsupervisory, professional employees located at Headquarters, U.S. Army Armament, Munitions and Chemical Command, Rock Island, Illinois. Excluded are management officials, employees engaged in Federal personnel work in their than a purely clerical capacity, supervisors, guards, nonprofessional general schedule (GS) employees, and wage grade (WG) employees.

Section 2. Professional Series. For the purposes of this agreement, it is mutually agreed that professional employees include those employees in the following series:

<u>SERIES</u>	<u>JOB TITLES</u>
110	Economist
130	Foreign Affairs
150	Geography
170	History
180	Psychology
457	Soil Conservation
460	Forestry
471	Agronomy
510	Accounting
511	Auditor
801	General Engineer
803	Safety Engineer
804	Fire Prevention Engineer
806	Materials Engineer
808	Architecture
810	Civil Engineer
819	Environmental Engineer
830	Mechanical Engineer
840	Nuclear Engineer
850	Electrical Engineer
855	Electronics Engineer
881	Petroleum Engineer
890	Agricultural Engineer
892	Ceramic Engineer
893	Chemical Engineer
894	Welding Engineer
896	Industrial Engineer
905	General Attorney
1015	Museum Curator
1221	Patent Advisor
1222	Patent Attorney
1301	General Physical Science
1306	Health Physics
1310	Physics
1313	Geophysics

1315	Hydrology
1320	Chemistry
1321	Metallurgy
1410	Librarian
1412	Technical Information
1510	Actuary
1515	Operations Research Analyst
1520	Mathematics
1529	Mathematical Statistician
1530	Statistician
1550	Computer Scientist

Section 3. Management Official. A management official is defined as: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency. In determining whether a given individual effectively influences policy decisions in this context, consideration should be concentrated on whether his role is that of an expert or professional rendering resource information or recommendations with respect to the policy in question, or whether his role extends beyond this to the point of active participation in the ultimate determination as to what the policy in fact will be.

Section 4. Supervisor. A supervisor is defined as: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Section 5. Inclusion in the Unit. The Parties shall collectively determine whether employees are included or excluded from the bargaining unit. If the Parties are unable to reach agreement, the issue shall be forwarded to the Federal Labor Relations Authority for resolution in accordance with the provisions of their Rules and Regulations.

ARTICLE 2

PURPOSE OF AGREEMENT

Section 1. Cooperation. The Parties affirm that the public purposes to which the Employer is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate, as specified in 5 USC Chapter 71.

Section 2. Responsibilities. The well-being of the employees in the bargaining unit requires that orderly and constructive relationships be maintained between the Employer and the Union. Further, the participation of employees in the formulation and implementation of personnel policies and practices affecting them contributes to the well-being of employees and the efficient administration of the Employer. The Parties to this agreement recognize that they must assume great responsibilities and exercise proper restraint and good judgment to establish stable and meaningful relations under the provisions of this agreement.

ARTICLE 3

RIGHTS OF THE UNION

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative of all employees in the unit and agrees that the Union is entitled to act for and negotiate agreements covering all employees in the unit. The Union shall be responsible for representing the interests of all employees in the unit without regard to labor organization membership, to the extent required by law.

Section 2. The Union shall be given the opportunity to be present at any formal discussion between one or more representatives of the Employer, and one or more employees in the unit. For the purpose of this agreement, "formal discussions" include, but are not limited to:

a. Discussion regarding the employer's intent to change a personnel policy or practice.

b. Discussion regarding the employer's intent to change conditions of employment or past practice.

c. Discussion regarding the employer's intent to resolve grievance issues.

d. Any formal meeting which is generally scheduled in advance, has a formal agenda or known subject, and, which

(1) Involves one or more representatives of the employer, and

(2) Involves one or more employees in the bargaining unit or their representatives, and

(3) Concerns grievances, personnel policies or practices, or other general conditions of employment.

ARTICLE 4

UNION REPRESENTATION

Section 1. The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. Every reasonable effort will be made by Management to schedule meetings required by this Agreement within the normal duty hours of the employees and Union representatives involved.

Section 2. For the purpose of this agreement, representational business shall include but not be limited to, the following activities:

- a. Formal discussions, as set forth in Article 3, Section 2 of this Agreement.
- b. Meetings called by Management to advise the Union of changes in personnel policies, practices, or working conditions or other matters.
- c. Representing employees in grievances, administrative and statutory procedures, including, but not limited to, investigations of witnesses, appearances at hearings, etc.
- d. Meetings requested by the Union to discuss representational matters.
- e. Negotiations, in accordance with Article 9-1.

Section 3. Activities excluded from use of official time include, but are not limited to:

- a. Election of officers, including all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.
- b. Preparation and distribution of any internal news bulletin or newspaper or literature soliciting membership.
- c. Soliciting signatures on dues withholding authorization forms or collection of Union dues.
- d. Performance of administrative function related to benefits offered by the Union.
- e. All activities related to organizing non-unit employees.

Section 4.

An employee acting as an Union official or seeking Union assistance, will request supervisory approval prior to leaving the immediate work site. Such request will be made providing as much advance notification to the approving supervisor as possible. Approval may be deferred for compelling reasons. Normally, approval will not be deferred for more than one work day. Any conflict will be resolved by the Union President and the Labor and Management-Employee Relations Division (LMER).

a. To record time spent away from the work site, the representative will complete SMCRI Form 44 indicating his/her destination, phone number on which he/she can be reached, and the general nature of representational business, etc., in advance. The form will be submitted to the supervisor after receiving the supervisor's clearance to leave the work site and before leaving the work site. The supervisor shall annotate time departed, time returned, sign the form and provide the representative a copy. The form will then be filed with the Labor and Management-Employee Relations Division.

b. Time spent on Union representational business shall be recorded in accordance with the Employer's time-keeping system.

c. The Union representative shall inform the supervisor of the visited area, that a Union representative will be present for the purpose of conducting representational business.

Section 5. Selection of Union Representatives. The Employer agrees that selection of officers and stewards will be at the option of the Union, provided that the selection of stewards is made from the members of the bargaining unit. The union will keep the Employer advised in writing of the names of officers and stewards. Any changes will be reported to the Employer (Labor and Management-Employee Relations Division) in writing. The union will designate the areas/employees each representative is assigned. The number of stewards will be the minimum number required to assure that each employee in the bargaining unit will have access to a steward.

Section 6. Representational Time. Union representatives are authorized a reasonable length of time during their tour of duty to perform their representational activities. The Union president shall be authorized up to 25 percent of his duty time a month, non-cumulative from month to month, to perform representational duties. In absences of three work days or more the Vice President will be authorized to utilize the President's time. If the Union representatives' use of official duty time unduly interferes with the performance of his official duties, or mission accomplishment, the matter will be objectively discussed between the Union representative, the immediate supervisor, the Union president, and the Labor and Management-Employee Relations Division.

Section 7. Conducting Representational Business on CWS Day Off.

a. The Union president shall appoint a designated representative who will conduct representational business during his/her CWS day off. The Union phone will be transferred to the appointed designee during the president's CWS day off, if the Union phone is located at the Union President's work site, rather than a Union office.

b. The Union president may conduct representational business on his/her CWS day off subject to advance supervisor approval.

c. The Employer is not responsible for compensating the Union president in any manner for the time he/she spends conducting representational business on an CWS day off.

Section 8. Representational Business Off the Installation.

Representational business shall not be conducted off the installation for which official duty time has been granted, unless requested in writing and approved in advance by LMER in coordination with the supervisor. Requests shall be submitted to LMER at least one work day in advance.

Section 9. Representative Relocation. The Employer agrees to inform the Union of the reasons for physically relocating any Union representative prior to such relocation.

Section 10. New Employee Introduction. The Employer shall introduce each new employee to the Union representative, if one is physically located in his or her work area. If a steward is not physically located in the work area, the Employer shall contact the Union President and notify the President of a new employee. The President or designated representative may contact the new employee for the purpose of introducing himself/herself.

Section 11. Visits by National Representatives. Representatives of the National Association of Government Employees, who are not employees of the federal government, may be permitted to visit the installation after notice by the Union to the Employer (Labor and Management-Employee Relations Division). Such notice shall be given as far in advance as possible and shall include the name of the visitor, expected length of the visit, and expected time of arrival and departure. Such visits shall be governed by security regulations.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1. Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 USC Chapter 71, such right includes the right:

a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. Nothing in the agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3.

a. Any employee in the bargaining unit has the right to bring matters of personal concern to the attention of appropriate management officials in accordance with the provisions of this agreement and the law.

b. The employees in the unit shall be protected in the exercise of this right, freely and without fear of penalty or reprisal.

c. The rights of the Union under the provisions of this agreement shall not be construed to preclude an employee from being represented by an attorney or other representatives, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

Section 4.

a. The employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) the employee requests representation.

b. The Employer shall annually inform employees in writing of their above-stated rights.

Section 5.

a. The Employer affirms the right of an employee to conduct his/her own private life as he or she deems fit. Employees shall not engage in activities which adversely affect their job performance or conflict with the Standards of Ethical Conduct for Employees of the Executive Branch.

b. Employee participation in fund-raising campaigns, community social programs, savings bond campaigns, and similar activities shall be on a strictly voluntary basis. The Parties agree that no overt or covert pressures shall be brought to bear upon employees regarding their contribution or participation.

Section 6. Employees will not be discriminated against by the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, lawful political affiliation, membership or non-membership in the Union.

Section 7. Employees have the right to review all documentation contained in the Official Personnel File (OPF) in accordance with applicable laws and regulations of higher authority.

Section 8. Ethics and Outside Employment.

a. Professional ethics required of employees will be in accordance with appropriate regulations.

b. Outside employment will be consistent with the Standards of Ethical Conduct for Employees of the Executive Branch. An employee must seek the approval of the supervisor to engage in outside employment.

c. The parties agree to meet and confer as appropriate on such standards governing a. and b. above if the agency determines to make a change. Disputes over such matters will be handled in accordance with appropriate regulations or alternatively under the negotiated grievance procedure, if no regulatory procedure is identified.

ARTICLE 6

RIGHTS OF THE EMPLOYER

Section 1. The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. In accordance with applicable laws, the Employer also retains the right:

a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees.

b. To assign work, to make determinations, with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

c. With respect to filling positions, to make selections for appointments from:

(1) among properly ranked and certified candidates for promotion, or

(2) any other appropriate source.

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this article shall preclude the Employer and the Union from negotiating:

a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

b. Procedures which management officials of the Employer will observe in exercising any authority under this article.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 7

INFORMATION TO THE UNION

Section 1. Information requested must be necessary and relevant to representational business. Requests for copies of documents must be accompanied by identification of the document, as specific as possible.

Section 2. All requests for information, whether written or oral, shall be submitted to the Labor and Management-Employee Relations Division for response. Oral requests for information submitted to LMER shall be responded to with oral replies. All written requests for information shall be signed by the Union president or his/her designated representative and the requested material shall be identified specifically. Requests for information may be returned to the Union for clarification.

Section 3. Upon written request from the Union President, the employer shall provide semiannually, two listings of unit employees (one (1) list in alphabetical order and one (1) list in organizational order. If requested, the alphabetical listing shall contain employee home addresses. The listings shall contain the employee's name, organizational element, job title, series and grade, and shall be prepared and protected in accordance with the provisions of the Privacy Act of 1974. Additional listings, no more frequently than quarterly, may be requested and provided upon showing by the Union of significant changes in the character of the bargaining unit, e.g., transfer of function, reduction in force, etc.

Section 4. The Employer will provide the Union two (2) copies of regulatory guidance included in the Supervisor's Civilian Personnel Handbook, for informational purposes. The Union will be allowed access to the Civilian Personnel Regulations available in the Civilian Personnel Office. Arrangements for access to such regulations will be made through the Labor and Management-Employee Relations Division.

ARTICLE 8

UNION-EMPLOYER RELATIONSHIP

Section 1. Goal. The Parties agree that their representatives will consistently strive to improve communications between employees and supervisors, and to promote efficiency and increase the morale of employees. Such efforts will be focused on the continuing goal of making HQ, AMCCOM a better place to work.

Section 2. Meetings. This section applies to meeting called by management or the union that do not involve Article 9-1, the Parties agree to meet and discuss matters appropriate under 5 USC Chapter 71, this agreement and any amendments thereto. The union will be provided reasonable and timely notice of meetings initiated by the Employer. Barring unusual or otherwise uncontrollable circumstances, such meetings will be conducted during regular working hours. The Parties agree that normally the union shall be represented by two designated officials, unless mutually agreed otherwise prior to the meeting.

Section 3. Quarterly Meetings. In addition to the above referenced meetings, the Commanding General, HQ, AMCCOM, or his designated representative, shall schedule to meet with the Union on approximately a quarterly basis. It is agreed that such regularly scheduled meetings will be attended by the president and vice president of the Union or their designated representatives. The Union agrees to furnish the Labor and Management-Employee Relations Division a written agenda on the subjects they wish to discuss at the scheduled meeting, at least five (5) workdays in advance of the quarterly meeting. The lack of such agenda negates the requirement to hold such meeting.

Section 4. Negotiating Committee Meetings. Upon request of either Party, the respective negotiating committees will meet at a mutually agreeable time to discuss matters of interest or concern to the parties. These meetings will occur no more frequently than on a monthly basis.

ARTICLE 9

MATTERS APPROPRIATE FOR MEETING AND CONFERRING

Section 1. In exercising the right to make rules and regulations related to personnel policy, procedure, practices, and matters involving working conditions, the Employer shall give due regard to and abide by the obligations imposed by this agreement, and 5 USC Chapter 71 to meet and confer with the Union (for the purposes of this agreement, meet and confer is synonymous with negotiate).

Section 2. Matters appropriate for negotiation between the Parties are issues related to personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to meet and confer with the Union prior to implementation on any newly formulated, or change to, established personnel policies and practices and other matters involving working conditions of employee(s) within the unit proposed by the Employer, during the term of this agreement.

Section 3. No side agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this negotiated Agreement. Any such agreements must be made by the negotiating committees.

ARTICLE 9-1

PROCEDURES FOR MID-CONTRACT NEGOTIATIONS

Section 1. This article establishes procedures for meeting and conferring on matters in accordance with Article 9.

Section 2. The Employer will provide the Union with advance written notice of new, or changes to, locally-established regulations, supplements to regulations, circulars, and pamphlets or any formally-documented policy.

a. The Labor and Management-Employee Relations Division will provide the Union with a copy of the proposed document. The Union will initial receipt of the proposal.

b. The Union will review the proposal within ten (10) workdays and respond in one of the following ways:

(1) If there is a question, the Union will make a written request to the Labor and Management-Employee Relations Division to meet with the proposal's proponent. The Union will indicate the specific area(s) requiring clarification or discussion. The Labor and Management-Employee Relations Division will arrange a meeting, normally the Parties will meet within five (5) days, to discuss the issue(s). If, after discussion with the proponent the proposal is unacceptable, the Union will submit a written request for negotiations to the Labor and Management-Employee Relations Division within five (5) workdays from the date of the meeting with the proponent.

(2) If there are no questions, and the proposal is not acceptable, the Union will submit a written request for negotiations within the ten (10) workday time frame.

Section 3. The Employer will provide the Union with advance oral notice of new, or changes to, working conditions which are not formally documented.

a. If the topic has an impact upon all unit employees, the discussion shall be held with the president of the Union, or his/her designated representative. If the topic has an impact only upon a specific portion of the unit, e.g., division, branch, section, etc., the discussion shall be held with that senior steward designated by the Union as serving the affected area.

b. If there are questions concerning the proposed change which cannot be addressed by the management official(s) in attendance, the discussion shall be adjourned for a period normally not to exceed five (5) workdays, to provide management the opportunity to research and respond to the question. After being provided with a response to questions, the Union shall have five (5) workdays to submit a written request for negotiations, if desired.

c. If the proposed change is understood but the Union desires to further consider their response, the discussion shall be adjourned and the Union provided five (5) workdays to either acknowledge acceptance of the proposal or to submit a written request for negotiations.

Section 4. To facilitate the negotiating process, the Union shall provide the Labor and Management-Employee Relations Division, in writing, proposals or specific issues to be considered at least two (2) workdays in advance of scheduled negotiations.

Section 5. Non-response by the Union within prescribed time frames will be interpreted as acceptance, and the Employer may implement the proposal without further recourse.

Section 6. The negotiating committees shall consist of not less than two (2) but no more than four (4) members. Negotiations shall normally be conducted during duty hours. Time used for mid-contract negotiations shall be in accordance with 5 USC Chapter 71, as interpreted by the Federal Labor Relations Authority.

Section 7. The Parties may formalize their agreements through memoranda of understanding, or other appropriate documents that may constitute an amendment or supplement to the agreement under the provisions of Article 33, Section 7. The parties agree to negotiate upon the number of copies to be provided dependent upon the issue being negotiated. In all cases, two (2) copies of all such agreements shall be provided to the Union.

Section 8. If, following good faith negotiations, either party determines a dispute has developed, that party shall notify the other party in writing. Either party shall have five (5) workdays upon the receipt of such notification to request the services of the Federal Mediation and Conciliation Service (FMCS). If the Union does not request the services of the FMCS, or the services of the FMCS do not result in an agreement, the Employer may unilaterally implement the proposed change. This shall not preclude the Union from seeking the services of the Federal Service Impasses Panel (FSIP). The Parties recognize that the services of the FSIP may require the Employer to add to, amend, or delete the implemented change. The Employer agrees that those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

ARTICLE 10

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Coverage. Dues withholding privileges will be extended to the Union throughout the period of this agreement.

Section 2. Employees' Eligibility. An employee may, at any time, authorize an allotment from his/her pay for the payment of Union dues (the regular, periodic amounts required to maintain good standing in the Union) provided he/she meets all of the following requirements:

a. He/she regularly receives an amount of pay that is sufficient after legal and other authorized deductions to cover the full amount of Union dues.

b. He/she has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

c. He/she is employed in the unit represented by the Union for which he/she authorizes payroll withholding of dues.

Section 3. Procedure. Deduction of Union dues for an eligible employee will be accomplished by the Finance and Accounting Division (Payroll Office), Comptroller Office, Rock Island Arsenal, beginning with the first pay period after receipt by the Payroll Office of the employee's properly completed and signed SF 1187, provided the designated official of the Union has completed and signed Section A of the SF 1187 in duplicate, certifying to the amount, and has submitted such form to the Payroll Office.

Section 4. Amount.

a. The amount of the Union dues to be deducted each pay period will remain as originally certified to on the SF 1187 by the designated Union official until a change is made and certified to by such official and that certification is submitted to the Payroll Office.

b. Any change in the amount of an employee's regular dues, with resultant changes in the amount of dues deduction of such employee per pay period, will be effective with the deduction made for the first pay period beginning after receipt of the notice of changes by the Payroll Office, or at a later date if requested by the Union. Such changes in the amount of Union dues will not be made more frequently than once each twelve (12) months.

Section 5. Termination.

a. An employees' voluntary allotment for payment of Union dues will be terminated with the start of the first pay period following the pay period in which one or more of the following occur:

(1) Any type of separation, transfer, or other personnel action which results in the employee leaving the unit.

(2) Loss of exclusive recognition by the Union.

(3) Suspension or termination of the agreement providing for dues withholding by an appropriate authority outside DOD.

(4) Suspension or expulsion of the employee from the Union.

b. An employee's allotment for the deduction of Union dues may also be terminated by that employee's submission to the Payroll Office of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. A termination of allotment under this paragraph will be effective with the first full pay period following either one (1) year from the date the dues assignment was affected, or 1 September, whichever is later. The revocation must be received by the Payroll Office prior to such date. Upon receipt of any such SF 1188 by the Payroll Office of the Employer, the Employer will transmit the duplicate of such form to the designated Union official.

c. The Union will promptly notify the Payroll Office, in writing, when any of its members who have authorized an allotment for payment of Union dues is expelled or suspended from the Union or ceases to be a member in good standing.

Section 6. Remittance. The Employer, through the Payroll Office, will transmit to the National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169.

a. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the total of all allotment deductions made, less monies paid to the employees as a result of improper dues deduction.

b. A list identifying the Union by name and local number which will include the name of each employee member on dues deduction, and the amount of the deduction made for each such employee member. A copy of this list shall be provided to the president of the Union.

Section 7. General.

a. The Union recognizes its obligation to inform and educate its members on the program for allotments and payment of dues, and the uses and availability of the required form. The Union is also responsible for procuring and distributing the prescribed allotment form (SF 1187) and for certifying as to the amount of its dues.

b. The Employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF 1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon, even though not submitted on the prescribed form.

Section 8. When an employee leaves the bargaining unit in any manner as defined in Section 5 (a) of this article, he or she is solely responsible for assuring that their dues deduction is terminated in a proper and timely manner.

ARTICLE 11

EMPLOYEE GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this article is to provide for the satisfactory settlement of unit employee grievances involving the application and/or interpretation of this agreement and also all disciplinary actions. This procedure shall be the exclusive method available to the employees in the unit when processing grievances as stated above. Employees utilizing this procedure may be represented only by the Union or may choose self-representation. In the event the employee(s) chooses self-representation, the Union shall be given the opportunity to be represented at the various steps of the procedure held between the Employer and the employee(s) concerning the grievance. If self-representation is chosen, the adjustment of those grievances may not be inconsistent with the terms of this agreement.

Section 2. Policy.

a. It shall be the normal practice under this agreement to initially consider and, if possible, settle each matter of dispute between the Parties at the point nearest to its origin and at the lowest level of management where there is authority for decision. Matters will ordinarily not be considered at higher levels until every effort has been made to reach an agreement at the lowest level where there is authority to resolve the issue. The referral of grievances, as stated above, will be done in accordance with procedures set forth in this agreement.

b. The Parties agree that all employees will be treated fairly and equitably in all applications and provisions of this agreement. Normal day-to-day discussions between employees and supervisors are the most constructive and expeditious means of developing and enhancing favorable and effective work relationships. Those who feel they have not been treated fairly and equitably have a right to present their dissatisfaction as a grievance to appropriate management officials for prompt consideration and equitable decision. In exercising this right, the employee and his/her representative will be un-impeded and free from penalty or reprisal.

c. Employees and their representatives may use reasonable amounts of official time, without charge to leave or loss of pay, for such purposes as securing advice on rights and privileges and for obtaining other information or assistance pertaining to grievances. This will include time for the preparation of the grievance.

d. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance by an employee shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty and desirability to the organization.

Section 3. Coverage. The procedures set forth in this article are limited to consideration of grievances over the interpretation and/or application of specific articles or sections of this agreement and disciplinary actions. Excluded from this procedure are all issues which are listed below, but are not limited thereto.

a. Involve the content of policy issuances unless the complaint alleges that the local requirements are at variance with requirements established by a higher headquarters.

b. Involve the nonselection for promotion from a group of properly ranked and certified candidates.

c. Involve an action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he/she was temporarily promoted, or reassigning the employee to a different position that is not at a lower grade or level than the position from which he/she was temporarily promoted.

d. Involved the non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.

e. Involve a preliminary warning or notice of an action which, if effected, would then be eligible for consideration either as a grievance or appeal.

f. Involve the termination of temporary employees with a definite time limitation, term employees, or annuitants, on or before the expiration date of appointment when the need for termination is not personal cause but rather, such reasons are lack of funds or lack of work.

g. Involve allegations of mismanagement when no form of personal relief to the employee is appropriate.

h. Involve the separation of employees during probationary or trial periods.

i. Involve grievances alleging improper rating, ranking, and referral at mandatory referral levels under the Army's Career Management Program (CPR 950).

j. Involve matters of reduction-in-force.

k. Involve matters listed under 7121 (c) of Public Law 95-454, Title VII.

l. Involve allegations of discrimination which are properly referable as EEO complaints through the agency EEO procedures.

m. Involve decisions relating to the Federal Employees Compensation Act.

n. Involve matters appealable to the Merit System Protection Board.

Section 4. Grievability Determination. Questions that cannot be resolved by the Parties as to whether or not a grievance is on a matter for which a statutory appeal procedure exists, shall be referred to the arbitrator for decision in accordance with applicable regulations. Grievability shall be the sole issue considered by the arbitrator.

Section 5. Procedure.

Step 1. A grievance shall first be addressed to the employee's immediate supervisor, who shall meet and attempt to resolve the complaint within five (5) workdays from the date of complaint. The employee will advise the supervisor of the action or circumstances which led to the grievance. The employee may be represented by the Union steward or may represent himself/herself. If self-representation is chosen, the Union shall be afforded the opportunity to be present. The immediate supervisor shall issue his/her decision within five (5) workdays from the date of the Step 1 meeting. If dissatisfied with the decision rendered, the employee may process his/her grievance to the next step.

Step 2.

a. The employee(s) shall reduce his/her grievance to writing on a form mutually agreed to by the Employer and the Union. As a minimum, this form shall contain appropriate space for the following information: employee's name; organization; grievance control number; Union representative; article and section of Agreement allegedly violated; detailed description of circumstances concerning the grievance; the resolution desired; the name of the management official hearing each step; the date the grievance is received at each step; the date the grievance meeting is held at each step; and the date the decision is rendered at each step. The grievance form must be properly prepared by the grievance prior to submission to Step 2. Management officials shall be responsible for getting a grievance control number from the Labor and Management-Employee Relations Division (SMCRI-PCL, extension 21256), and the annotation of the date received, meeting date, and decision date.

b. The written grievance will be submitted within five (5) workdays from the date of Step 1 decision to the employee's division chief, or his/her designated representative, who will annotate the date of receipt on the grievance form. The director/office chief, or his/her designated representative, will meet with the grievant and the Union steward within five (5) workdays after receipt of the grievance form in an attempt to resolve the grievance. The director/office chief, or his/her designated representative, will render a written decision, either sustaining or stating the reason(s) for denying the grievance, within five (5) workdays from the conclusion of the meeting. If the grievance decision is satisfactory to the grievant, no further consideration will be given the issue. If the grievance decision is not satisfactory, the grievant will specifically state, in writing, on the grievance form or an attachment thereto, the reason(s) for disagreement and process the grievance to the next step of this procedure.

Step 3. The written grievance will be submitted within five (5) workdays from the date of the Step 2 decision to the Labor and Management-Employee Relations Division (LMERD), where the date of receipt will be annotated on the grievance form. The LMERD will forward the grievance to the Commanding General, or his/her designated representative, who will meet with the grievant and the president of the Union or his/her designated representative within ten (10) workdays in an attempt to resolve the grievance. The Commanding General, or his/her designated representative, will render a written decision, either sustaining or stating the reason(s) for denying the grievance, within ten (10) workdays from the conclusion of the meeting. If the grievance decision is

satisfactory to the grievant, no further consideration will be given the issue. If the grievance decision is not satisfactory, the grievant, with the consent of the Union, may submit a formal request to the LMERD within ten (10) workdays after receipt of the step 3 decision, that the unresolved grievance be submitted for arbitration.

Section 6. Deletion of Steps. If the grievant's position within the organization structure of the Headquarters, U.S. Army Armament, Munitions and Chemical Command does not facilitate the three (3) levels of supervision embodied in the three (3) steps of the procedure, the immediate supervisor shall always be considered step 1 and the Commanding General shall always be considered step 3. Intervening steps will be deleted from the procedure if intervening levels of supervision do not exist, (e.g., a grievant who works directly for a director/office chief).

Section 7. Grievance Initiation. All grievances shall be started within fifteen (15) calendar days after the grievant knew, or with reasonable diligence should have known, of the occurrence of the matter which gave cause for the grievance. If an employee is absent from duty for an entire duty day due to authorized reasons, i.e., annual leave, sick leave, TDY, etc., the fifteen (15) day period shall cease to run until the employee's return to duty. If the 15th day falls on a non-duty day, the time limit will be extended to the next duty day. Grievances rising from circumstances relating to continuing conditions where no particular date or event is involved, may be stated at any time, i.e., general working conditions, supervisor/employee relations, safety, environmental hazards, etc. In grievances stemming from disciplinary actions, the time limits for initiation of a grievance begin upon receipt of the notice of decision.

Section 8. Employee Witnesses. At each and every step of the grievance procedure, the employee, or his/her Union representative shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. Employee serving as witnesses shall do so voluntarily. The Employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and governmental policies, for the purpose of substantiating the contentions or claims of the Parties.

Section 9. Employer Witnesses. The Employer may, at any step in the grievance procedure, call witnesses or any other management representatives to assist in the satisfactory settlement of a grievance.

Section 10. Functional Representatives. The Parties agree that grievances involving issues outside the supervisor-employee relationship, i.e., personnel, a functional representative shall be made available to assist in the resolution of the grievance at the second or third step upon request of the Union.

Section 11. Employee Time Limitations. Employee noncompliance with the prescribed time limitations of this procedure will automatically cancel the grievance and no further consideration will be given this matter.

Section 12. Time Extensions. Extension of the time limitations prescribed may be granted by either party for extenuating circumstances. Such

requests will be presented, and replied to, in writing. Time limits will be held in abeyance pending receipt of information requested from the Employer to process a grievance, contingent upon the Union identifying that the information is necessary for a specific grievance.

Section 13. Employer Time Limitations. Failure of the Employer to respond to a grievance within the time limitations prescribed in each step of this procedure shall permit the grievant to refer the grievance to the next succeeding step of the procedure.

Section 14. Termination of Grievance. If any employee(s) resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 15. Grievance Settlement. It is agreed that when a requested remedy is granted in its entirety at any step it will be considered to be settled, and no further action will be taken regarding the grievance.

Section 16. Grievance Resubmission. Grievances, once processed under this procedure, involving the same individual(s) and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or subsequently.

Section 17. Higher Authority Interpretation. If a grievance involving the application and/or interpretation of this agreement also questions the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, and such policy, law, or regulation has been made a part of the agreement, the following procedure will be utilized:

a. The grievance will be delayed at the step in the procedure where the question of interpretation first arises. The Parties will forward their inquiry as to the interpretation of the regulation in question to the Department of the Army who will coordinate with any higher authority necessary to obtain an authoritative interpretation of the regulation in question. The Department of the Army will notify the Parties of the interpretation of the regulation.

b. Within ten (10) workdays after receipt of the interpretation, the grievant may continue the processing of the grievance through the procedure.

Section 18. Identical Grievances. When two or more employees have identical grievances the Union may:

a. If agreeable to all grievants, select one (1) grievant to process an individual grievance. The decision rendered on the grievance shall apply to the remaining grievants. All grievants must be identified by names at step 1 and the grievance form must be annotated by the Union and signed by the grievants at step 2 as a group grievance.

b. If an employee elects not to be combined in a group grievance, the employee is bound by that decision and the grievance will be processed separately.

ARTICLE 12

EMPLOYER AND UNION DISPUTE PROCEDURES

Section 1.

- a. The purpose of this article is to provide for the satisfactory settlement of disputes involving application and/or interpretation of this agreement where no individual employee grievance is involved.
- b. Questions which cannot be resolved by the Parties as to whether or not a matter is subject to the provisions of this procedure shall be referred to arbitration for decision. The question of grievability/arbitrability will be the only question before the arbitrator.
- c. All disputes must be processed within fifteen (15) workdays after the party knew, or with reasonable diligence should have known, of the circumstances of the dispute.

Section 2.

- a. Step 1. The president of the Union will notify the LMERD of its desire to establish a step 1 meeting to discuss the dispute. The meeting shall be held within three (3) workdays of the request. Within ten (10) workdays from the conclusion of the meeting, the Chief, LMERD, or his designated representative, shall provide the Union president with an oral decision. If unsatisfactory, the Union will reduce the dispute to writing for processing to the next step of the procedure.
- b. Step 2. Within five (5) workdays from the date of the step 1 decision, the written dispute will be submitted to the Chief, LMERD, where the date of receipt will be annotated. The management and Union Negotiating Committees will meet within five (5) workdays to discuss the dispute. The Union shall be provided with a written decision, or the Parties will formalize their agreement in writing within ten (10) workdays from the conclusion of the meeting. If dissatisfied, the Union may request arbitration within ten (10) workdays of the written decision.

Section 3.

- a. Step 1. The Chief, LMERD, will notify the president of the Union of its desire to establish a step 1 meeting to discuss the dispute. The meeting shall be held within three (3) workdays of the request. Within ten (10) workdays from the conclusion of the meeting, the president of the Union, or his designated representative, shall provide the Chief, LMERD, with an oral decision. If unsatisfactory, the Employer will reduce the dispute to writing for processing to the next step of the procedure.

b. Step 2. Within five (5) workdays from the date of the step 1 decision, the written dispute will be submitted to the president of the Union, where the date of receipt will be annotated. The Union and management negotiating committees will meet within five (5) workdays to discuss the dispute. The Employer shall be provided with a written decision, or the Parties will formalize their agreement in writing within ten (10) workdays from the conclusion of the meeting. If dissatisfied, the Employer may request arbitration within ten (10) workdays of the written decision.

ARTICLE 13

ARBITRATION

Section 1. General. If a grievance or dispute arising under the Employee Grievance procedure or Employer and Union Dispute Procedure Articles of the agreement remains unresolved after due processing through the respective procedure, the Union or the Employer may, upon written notice, refer the issue to arbitration. Such written notice must be served not later than ten (10) workdays following the conclusion of the last step of the grievance or dispute procedure. When the Parties agree, more than one grievance at a time may be submitted to an arbitrator for decision.

Section 2. Selection of the Arbitrator. Within four (4) workdays from the date of receipt of the arbitration request, the Parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7), and shall then repeat this procedure. The remaining name shall be the duly elected arbitrator. A flip of the coin will decide which party strikes the first name from the list.

Section 3. Expenses. The fees and expenses of the arbitrator shall be borne by the loser to the arbitration. In cases in which the arbitrator does not accept the position of either party in total, the arbitrator will assign the cost equally to the Parties. The arbitration hearing shall be held on the Employer's premises during the regular day shift and all employee representatives, employee appellants, and employee witnesses shall be in pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. Arbitrator's Decision. The Parties shall request that the arbitrator render his/her decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearings unless the Parties otherwise agree.

Section 5. Binding Arbitration. It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of P.L. 95-454, Title VII, to the Federal Labor Relations Authority.

Section 6. Arbitrator's Authority. The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this Agreement.

Section 7. Discretion. The arbitrator may not substitute his/her discretion for that of the Employer in cases where the Employer has exercised discretion in an equitable manner as allowed by law, regulations or this Agreement. The arbitrator may overrule the Employer when the arbitrator's findings conclude that the Employer did not use discretion in an equitable

manner in exercising authority in accordance with law, rule, regulation or this Agreement.

Section 8. Grievance Mediation.

a. When either party has invoked arbitration, either party may request that the parties participate in grievance mediation.

(1) A request for mediation shall be considered mandatory for grievances involving money. Money is defined as a loss of base pay for the employee. FMCS will be jointly requested to participate.

(2) All other requests for mediation shall be voluntary on the part of the other party. If mediation is joined the parties may jointly request the FMCS to participate.

b. In mediation, the parties shall be represented by the negotiation committee and relevant persons, but such representatives shall not exceed four for either party.

c. The parties agree to use the guidelines established by FMCS. (Appendix A)

d. A mediation session may not exceed two hours per grievance nor extend beyond one day unless mutually agreed. The session may be terminated at any time by either party.

e. If the parties voluntarily reach agreement/settlement, they will be bound by the settlement as if it were a grievance decision. If no settlement/agreement is reached the moving party may proceed to arbitration by notifying the other party in writing within three (3) workdays of the conclusion of the session.

f. Normally, the process shall not exceed 30 days from the request.

g. The parties consider this a test for the duration of the Agreement. Upon the expiration, the test may be terminated by either party. This test shall not be used as precedent for further negotiation.

ARTICLE 14

OVERTIME AND WORK SCHEDULE

Section 1. Definitions:

- a. Administrative Workweek: A period of seven (7) consecutive days, Sunday through Saturday, established for pay and leave purposes.
- b. Basic Work Requirement. The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave.
- c. Workday: A period of eight (8) hours of duty for employees on a flexitour schedule, or no more than nine (9) hours for employees on a compressed work schedule in which the duty is performed.
- d. Work Schedule: Scheduled tour of specific duty hours for scheduled workdays within the basic work requirement.
- e. Compensatory Time: Time off during a basic work requirement granted to employees in lieu of payment for overtime.
- f. Paid Overtime: Compensation for hours of duty officially ordered and approved by proper authority and performed by employees in excess of basic work requirement or in excess of a scheduled workday.

Section 2. Equitable Assignment. Overtime and compensatory work assignments shall be distributed equitably among qualified employees, consistent with work project requirements. First consideration shall be given to those employees who are currently assigned to the job at the lowest possible grade to adequately complete the duty.

Section 3. Requirement of Overtime. An employee shall have the right to refuse an overtime assignment as long as full requirements can be met by other qualified employees willing to work. In the event full requirements are not met, the Employer will direct individual employees to work as required, with due consideration given to those employees required to work in an overtime status for less than their normal hourly rate.

Section 4. Overtime Notice. The Employer shall normally notify the employee(s) forty-eight (48) hours in advance of all scheduled overtime assignments. In the event that duty performed as a result of an emergency was not compensated for as paid overtime, the employee shall be given compensatory time.

Section 5. Call-Back Pay. Employees called back on unscheduled overtime shall receive a minimum of two (2) hours of overtime regardless of the actual time worked up to the two (2) hours.

Section 6. Compensation. All employees will receive overtime pay or compensatory time for work performed beyond his/her scheduled workday or basic work requirement.

ARTICLE 15

ALTERNATIVE WORK SCHEDULES (AWS)

Section 1. General. All employees in the unit are eligible to participate in either AWS program available, i.e. Flexitour or 5/4/9 Compressed Work Schedule. Employees in the unit will coordinate their hours of work with their supervisor. The Parties recognize flexitour/compressed work schedules as providing the potential for improving productivity, facilitating employee interaction, and providing greater employment opportunities.

Section 2. Definitions. Alternative Work Schedule (AWS) describes two different work schedule variations - Flexitour and Compressed Work hours. Each of these represents a different kind of adjustment to the traditional fixed schedule of eight working hours per day, five days per week, which begin and end at the same times each day.

a. Flexitour. A system of work scheduling which splits the workday into two distinct kinds of time - core time and flexible time.

(1) Core time: That portion of the workday during which all employees, with the exception of SMCAR-ES and AMSMC-GC, must be present for work will be 0800 to 1500 hours. Core time in SMCAR-ES and AMSMC-GC is between 0800 and 1530 hours.

(2) Flexible time: That portion of the workday during which the employee has the option to select and/or vary starting and quitting times, flexible time will be between 0630 to 0800 hours (at 15 minute intervals) for starting and 1500 to 1700 hours for quitting time. Flexible time in SMCAR-ES and AMSMC-GC is 0700 to 0800 hours for starting and 1530 to 1700 hours for quitting time.

b. 5/4/9 Compressed Work Schedule. An 80 hour biweekly basic work requirement which is scheduled for less than ten workdays. The 5/4/9 plan consists of a nine hour daily basic work requirement for eight days and a eight hour daily work requirement for one day, for an 80 hour biweekly work requirement.

c. Flex lunch period. A portion of the workday between 1100 and 1300 hours in which lunch will be scheduled for 30 minutes, 45 minutes, or one hour. Lunch periods will be coordinated with the employee's supervisor.

d. Seniority in grade. The period of time an employee has held a specific grade.

e. Basic Work Requirement. The number of hours, excluding lunch period and overtime hours, which an employee is required to work or is required to account for by leave.

Section 3. Documentation. The supervisor may require a sign in sheet, time clock or computer entry to document employee reporting and departure times.

Section 4. Flexitour Procedures.

a. Start Times. Employees may designate their start time in coordination with their supervisor at 15 minute intervals within the flexible time designated in Section 2a(2) above. Adjustments to the start time, within the designated window, may be made with prior approval of the supervisor for reasons such as scheduled personal circumstances and scheduling of routine medical and dental appointments.

b. Each employee will consider the requirements and responsibilities of their job assignments, the interface with other employees and organizations, and overall mission accomplishment and complete AMCCOM Form 239-R indicating the desired tour of duty.

c. Supervisors will review requests, considering the employee's desires so far as practicable, in assuring the job requirements and overall mission accomplishments are met. Once approved, the tour will remain in effect for a minimum of one pay period and continue until superseded by an approved change.

d. If a flexitour request cannot be approved, the supervisor will discuss the need for a different tour of duty with the employee, emphasizing the job and/or mission requirements which require an adjustment. If unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor. When more than one employee is qualified (identical job title, series code and grade) and fully knowledgeable of the required position functions, the supervisor will solicit a volunteer(s) to work the required tour of duty. In the event needs are not met by volunteer(s), the supervisor will assign the tour of duty based upon inverse order of seniority in grade.

e. Approved tours of duty may require adjustments to accommodate meetings/conferences, changes in workload requirements, training course and/or other special projects. When adjustments are required, the supervisor will notify the employee before the end of the tour of duty on the previous day so the employee can make arrangements to report on the revised work schedule.

Section 5. Compressed Work Schedule Procedures.

a. Open Period. There will be two open periods each calendar year in which employees may request a compressed work schedule. The open periods will be the first pay period on or after March 1 and September 1.

(1) All employees wishing to participate in the CWS during the six month period must make their request during the open period. However, employees may delay implementation of their approved CWS schedule. Employees requesting to delay implementation must designate the effective pay period to begin their approved CWS schedule during the open period.

(2) Employees who wish to request a compressed work schedule during the open period will follow the procedures specified in this section. The approved CWS will be effective the second pay period after the open window unless a delay is requested.

b. Start Times. Employees may designate their start time in coordination with their supervisor at 15 minute intervals within the designated start time window of 0630 to 0800 hours. Adjustments to the start time, within the designated window, may be made with prior approval of the supervisor for reasons such as scheduled personal circumstances and scheduling of routine medical and dental appointments.

c. Employees will consider the requirements and responsibilities of their job assignments, interface with other employees and organizations and overall mission accomplishment and shall notify their immediate supervisor in writing on AMCCOM Form 239-R. The proposed schedule to be worked will specify 80 hours over a pay period.

d. The employee will specify over the two week pay period which days he/she proposes to be nine hour days; which day will be the eight hour day and which day during the pay period is proposed to be off. The total hours scheduled must total 80 hours over a two week pay period and must be scheduled as eight nine hour days; one eight hour day; and one day off. However, the proposed schedule may be in any order of days. There is no requirement that the CWS starting time or lunch period be identical for each day of the pay period. The scheduled day off may not be changed until the next open period.

e. No more than 25% of employees in an organization (first line supervisory level) may be scheduled off under the 5/4/9 Compressed Work Schedule (CWS) on the same day. Sick leave and annual leave will not impact upon this requirement. Subject to mission requirements as determined by the supervisor, conflicts between employees' requested off days will be resolved by seniority in grade. Conflicts between employees in different grades, absent mission considerations, will be resolved in favor of the higher grade.

f. The supervisor will review the employee's proposed schedule considering the employee's desires so far as practicable in assuring the job requirements and overall mission accomplishments are met. Once approved, the tour will remain in effect until the next open window.

g. Employees on a CWS, may revert to a flexitour schedule once during the time between open periods. Flexitour schedules will be designated as specified in Section 4 above.

h. The CWS schedule of the employee may be changed under the following circumstances:

(1) The Employer (first line supervisor) may direct a temporary or permanent change in working hours or days off when the Command would be handicapped in accomplishing the mission unless a change was made. When possible, the employee will be given advance notice of a change prior to the start of a pay period when the change is to be effective. Conflicts will be resolved by the next higher level of supervision.

(2) Employees scheduled to attend training will adjust their tour of duty to comply with the scheduled classroom hours.

(3) Employees on TDY will adjust their tour of duty to comply with the mission requirements and the host activities work schedule.

(Arrangements/adjustments required because of training and TDY which result in an excess of 80 hours worked in a pay period will be considered earned credit hours and will be adjusted in the next pay period. If less than 80 hours are worked in a pay period for any reason, the difference will be adjusted by the use of annual leave or LWOP or any earned credit hours from the previous pay period.)

(4) In the interest of minimizing sick leave usage, an employee may request to change the scheduled off day or scheduled eight hour day to replace a scheduled nine hour day used for sick leave. Such requests may be approved by the supervisor. This may only be done during the same pay period.

i. Holidays falling on a scheduled work day will be treated as a holiday regardless of whether the day is scheduled for nine hours or eight hours. When an employee has three consecutive days off and a holiday falls on one of those days, the following rules will apply in designating an "in lieu of" holiday. When the holiday falls on the employee's first or second day off, the preceding work day shall be designated as the "in lieu of" holiday. When the holiday falls on the employee's third day off, the following workday shall be designated as the "in lieu of" holiday. When an employee has a scheduled off day which does not provide for three consecutive days off, the "in lieu of" holiday will be considered the preceding work day.

j. Employees will be required to use the amount of annual leave required to cover the scheduled CWS hours in the duty day, e.g., a scheduled nine hour CWS work day will require nine hours of annual leave. (Scheduled eight hour days or a scheduled off day may not be substituted for annual leave days.)

k. Anytime an employee is authorized by the Employer to work beyond the scheduled CWS hours in a day, he/she will be compensated by overtime pay or compensatory time. For example, an employee who is scheduled to work nine hours in a day under CWS and who is authorized to work ten hours on that day will be compensated with one overtime hour. Likewise, an employee who is scheduled to work an eight hour CWS day and is authorized to work ten hours on that day will be compensated for two overtime hours. Scheduled CWS hours will not be adjusted to avoid or create overtime entitlements.

l. Management retains the right to take an individual employee off of the CWS for conduct, performance, or abusive use of sick leave.

m. Re-opener. If the following condition exists, the Parties will meet at a mutually agreeable time, for the purpose of discussing continuation of this section. Participation in the 5/4/9 Compressed Work Schedule falls below 25% participation of unit members in HQ, AMCCOM.

ARTICLE 16

PROMOTIONS AND PLACEMENT

Section 1. General. All recruitment for, and promotions to, positions within the unit shall be in accordance with the requirements of the Office of Personnel Management and supplemental requirements of higher echelon. The Rock Island Arsenal Merit Promotion and Placement Program (MPPP) shall serve, where applicable, as the local operational regulation in the implementation of the above-referenced requirements for promotional actions within the unit.

Section 2. Changes to MPPP. Any alteration of, or revision to, the Merit Promotion and Placement Program, not dictated by higher authority, shall not be accomplished by the Employer without prior meeting, conferring and negotiating to the extent required by 5 USC Chapter 71 with the Union.

Section 3. Methods of Rating. Rating of applicants, for unit vacancies not requiring mandatory referral, shall be performed by personnel staffing specialist, a subject matter expert, and/or by a multiple evaluation and rating panel, depending upon which method the Employer determines to be most appropriate in consideration of the characteristics of the position being filled and such factors as time and cost.

Section 4. Rating Panels. When a rating panel is deemed appropriate, and/or a rating panel is required by direction of higher echelon, the Employer shall be responsible for the selection of members of that panel. A Union nominee may be afforded the opportunity to serve on the panel if the following conditions are met:

a. Lists of nominees by the Union may be submitted through the Labor and Management-Employee Relations Division to the Recruitment and Placement Division and to the organization where the raters are located. Lists may be updated as necessary.

b. Union nominees contained on lists may be selected by the Employer for appropriate evaluation rating orientation, based upon the Employer's judgment that they are qualified technical subject matter specialists. Their eventual designation as approved raters will be based upon their ability to assimilate the information provided and the proper following of procedure as a rater.

c. Nominees must occupy positions equivalent to or higher in grade than the positions to be filled.

d. Nominees must have the necessary technical competence.

e. The list of Union nominees must contain classification series and grade of positions for which the individual is being nominated to rate. A separate list must be provided for each organization which contains only the names of the Union raters in that organization.

Section 5. Merit Promotion and Placement Vacancy Announcements. All vacancy announcements shall be posted on appropriate bulletin boards. The announcement will contain, but not be limited to, job title, grade,

organization in which job exists, minimum requirement qualifications, job duties, and supervisory responsibilities, if any. In addition, the announcement shall outline the procedure for applying for the position and the time constraints relative to applying.

Section 6. Non-Discrimination. There will be no discrimination in selections for promotions because of race, sex, color, creed, national origin, age, political affiliation, physical handicap, marital status, or membership in a Union.

Section 7. Employee Absence. An employee who will be temporarily absent on authorized detail, on leave, at a training course, or on TDY for two (2) weeks or more, is responsible for providing written information to his/her supervisor as to types of vacancies for which he/she would be interested in applying. When so informed, the supervisor must either alert the employee as such vacancies are announced so that he/she might apply within the time limits or apply for the employee, whichever is most feasible. If supplemental forms are required, the supervisor will coordinate the submission of these forms with the Recruitment and Placement Division before the established suspense date for submission of these forms.

Section 8. Temporary Promotions. Temporary assignment to a higher graded position will be accomplished by a temporary promotion when the need is expected to last more than sixty (60) days and the employee is qualified for the position.

ARTICLE 17

DETAILS

Section 1. Definition. A detail is the temporary assignment of an employee to a different position or function for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Section 2. Documentation. Employees may be detailed to positions of the same grade, lower grade, higher grade, or to unclassified duties.

a. Details to positions of a higher grade in excess of thirty (30) days will be reported on a standard Form 52, and maintained as a permanent record in the Official Personnel Folder.

b. Details to positions of the same grade, lower grade or to unclassified duties in excess of 120 days will be documented on an SF-52 and maintained in the Official Personnel Folder.

c. Details to a position which is either an identical additional position or a position of the same grade, series code and basic duties as the position to which the employee is regularly assigned will not require an SF-52.

ARTICLE 18

LEAVE AND ABSENCES

Section 1. Annual Leave.

a. The taking of annual leave is an absolute right of the employee subject to the right of the Employer to fix the time at which leave may be taken. It is understood that management and the employees have a mutual responsibility in the requesting, planning, and scheduling the use of annual leave throughout the leave year.

b. Vacations will be granted so that employees will be permitted at least two (2) consecutive weeks annual leave during each calendar year. The supervisor shall endeavor to afford each employee leave at the time the employee considers convenient and desirable.

c. An employee may cancel previously requested leave with concurrence of his/her supervisor.

d. Forfeited annual leave will be restored to an employee under applicable laws and regulations.

e. The Employer agrees to maintain a reasonable leave policy and will not unreasonably restrict employees from taking short periods of annual leave for miscellaneous reasons.

f. Emergency leave is subject to approval of the Employer. Annual leave will be granted in any instance of unforeseen, bona fide emergency. Emergency leave is subject to final approval/disapproval by the Employer when direct discussion occurs following the employee's return to duty.

Section 2. Sick Leave.

a. Employees shall accrue sick leave in accordance with applicable laws and regulations.

b. Employees shall be granted sick leave when they are incapacitated for the performance of their duties.

c. All employees will be required to furnish a doctor's certificate for periods of absence on sick leave over three full workdays (24 hours) of continuous duration. An employee's written statement of the reason for his/her illness that exceeds three full workdays but is of no more than four full workdays of continuous duration, may be considered by the supervisor in lieu of a doctor's certificate when the employee's illness did not require the services of a doctor, or a doctor was not involved due to the remoteness of the locality or an inability to secure medical services.

d. Use of sick leave shall be authorized to employees requiring medical, dental, or optical examination or treatment. Employees shall attempt to schedule such appointments outside the duty day or to provide the least impact on the organization.

e. Employees are responsible for notifying their appropriate supervisor or his/her designated representative when they are prevented from reporting for work because of an incapacitating illness or injury. Such notifications should generally be provided within two hours from start of duty or as soon as possible thereafter. It is understood that an incapacitating illness or injury may preclude an employee from giving proper notice, particularly where he/she is unable to do so as a result of the sickness.

f. When an employee requests to be dismissed during working hours because of illness, he/she may be granted sick leave for the remainder of that workday without being ordered to the Dispensary.

Section 3. Court Leave.

a. Court leave is the authorized absence, without charge to leave or loss of pay, of an employee from work status for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government or on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party.

b. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of a state or local government, he/she shall be entitled to court leave during the time absent as a witness. When summoned or assigned by the Employer in a nonofficial capacity on behalf of the U.S. Government, an employee shall be in an official duty status as distinguished from a leave status, and entitled to regular pay. When an employee appears as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, he/she shall be entitled to court leave during the time absent as a witness.

c. When an employee is summoned or assigned by the Employer to testify in his/her official capacity or to produce official records at a judicial proceeding, he/she shall be in an official duty status, as distinguished from a leave status, and entitled to regular pay.

d. When an employee is summoned as either a witness or juror, he/she shall be required to present such court order, subpoena, or summons, if one is issued, to his/her supervisor as far in advance as possible.

e. Upon return to duty, the employee will provide the supervisor with written evidence of attendance at court, showing the dates and hours, if possible.

f. If an employee is excused or released by the court for any day or a substantial portion of a day (two (2) hours or more), he/she is expected to return to duty, provided the return would not cause the employee hardship because of the distance from home, duty station, and the court. Employees so excused or released shall contact their supervisor for determination. Failure to return to duty when directed may result in a charge to annual leave, or absence without leave.

Section 4. Excused Absence.

a. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Authorization and approval of excused absences will be granted according to applicable regulations and at the discretion of the Employer.

b. Excused absence for heat stress may be given by the Commander upon the recommendation of the Industrial Hygiene Activity, U.S. Army Health Clinic.

Section 5. Leave Without Pay.

a. Leave without pay is a temporary nonpay status and absence from duty granted upon the employee's request. Every reasonable consideration shall be given to the granting of any employee's request for leave without pay in accordance with applicable regulations.

b. The Employer will grant leave without pay to employees to accept elected or appointed offices at the national or regional level of the Union. An employee absent on approved extended leave will be carried on the rolls during his/her absence in the position and grade held at the time the leave commenced. Every attempt will be made to reassign him/her to his/her former position at the expiration of such leave. Such employees will retain all rights and privileges with respect to retirement, seniority, reduction in force, group life insurance, and federal employee health benefits in accordance with applicable statutes and regulations.

Section 6. Representing Labor Organizations. Administrative leave may be granted to Union officers and/or representatives (not to exceed a total bank of 128 hours in the first year; 64 hours in the second year; and 64 hours in the third year) to attend Union sponsored training when it is demonstrated by the Union that the training is of mutual concern to the Employer.

Section 7. Blood Donations.

a. The Employer agrees to authorize a maximum of four (4) hours of excused absence (inclusive of time required to travel to and from the blood center, the time required to give blood, and the time required to recuperate immediately after giving blood) to employees who volunteer as blood donors without compensation. The actual excused time involved shall not exceed four continuous clock hours from the time of departure from the work site.

b. Such grant to an individual employee donor shall normally not exceed two (2) occasions in one calendar year, nor a maximum of four (4) hours on each occasion.

Section 8. Leave and Absences. The Employer may determine to curtail work or shutdown operations. All personnel except those designated by the Employer to be "emergency or mission essential" will be required to utilize annual leave for the work day on which the shutdown occurs. The Employer will give two pay periods advance notice before enacting this section. The following options are available to employees rather than utilizing annual leave.

a. If the employee has no annual leave or an insufficient amount to his/her credit, the Employer may advance annual leave up to the maximum amount to be earned during the current leave year in accordance with applicable regulations.

b. An employee with accumulated compensatory time to cover all or a portion of the shutdown period may utilize the compensatory time.

c. An employee may request to use Leave Without Pay to cover all or a portion of the shutdown period.

d. Employees participating in the Compressed Work Schedule prior to the pay period in which a shutdown is scheduled may elect to switch their scheduled day off to replace a work day of the shutdown. In the event that the shutdown occurs in conjunction with a holiday (e.g., shutdown the day after Thanksgiving) employees electing to switch their CWS day off to replace a day of the shutdown will also switch their eight hour day to the day of the holiday. This is an exception to Article 15, Section 5f.

ARTICLE 20

DISCIPLINE

Section 1. General. The Parties agree that the maintenance of discipline is essential to the satisfactory operation of HQ, AMCCOM. The Parties further agree that whenever it is necessary to take disciplinary measures against an individual, a major consideration shall be that the action taken will promote the efficiency of HQ, AMCCOM, and that it must be influenced by impartial consideration.

Section 2. Counseling. Management will make reasonable efforts to explore with an employee the source of any work related difficulty or problem and suggest constructive ways to overcome them. Counseling of an employee is a private matter between the supervisor and the employee. The purpose of counseling is to convey information to an employee from his/her supervisor for the purpose of improving the employee's conduct or knowledge of a subject related to his/her employment. Employees are not entitled to representation when the purpose of the counseling is to convey information.

Section 3. Procedure. Disciplinary actions will be taken for just cause and will be processed in accordance with applicable Office of Personnel Management and Agency regulations, and employees will be afforded all rights and privileges provided therein.

Section 4. Copies. In all cases of proposed suspension, discharge, or other disciplinary action against any employee, the Employer will furnish the employee with two (2) copies of the proposal.

Section 5. Timeliness. In the event that formal disciplinary action becomes necessary, the initiating official will make every effort to request the action in as timely a manner as practicable so as to insure the optimum effectiveness of the action.

Section 6. Employee Record Cards. Time limits for retention of derogatory information on 7B Cards will be in accordance with applicable laws and regulations.

ARTICLE 21

PERFORMANCE STANDARDS AND APPRAISALS

Section 1. The Parties recognize that the performance appraisal system is established to provide for appraisals of job performance of employees, encourage employee participation in establishing performance standards, and use the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

Section 2. Performance standards will be directly related to the employee's position.

Section 3. Within a reasonable period of time after appointment to a position or the beginning of a new rating period, employees will be provided a copy of their performance standards and an opportunity to discuss them. During the rating period, the supervisor and employees shall discuss performance standards. At the end of the rating period, an overall rating will be assigned to the employee's performance during the rating period.

Section 4. Prior to proposing a reduction in grade or removal based on unacceptable performance, the supervisor will ensure that the employee is provided a reasonable opportunity to demonstrate acceptable performance.

Section 5. Rating supervisors and reviewers are required to treat employees fairly when identifying major and critical elements. The Employer will assure that the performance appraisal system complies with all Civil Service laws, rules and regulations and that each performance standard is accurate, attainable, and reasonable.

Section 6. The employee may be accompanied by a Union representative, in the role of observer, upon the approval of the supervisor in counseling sessions conducted by the supervisor pursuant to a performance improvement plan. However, nothing precludes the employee from requesting to meet with the supervisor to discuss concerns related to a performance improvement plan and being accompanied by a union representative.

ARTICLE 22

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Job Descriptions. Position descriptions will reflect current and projected duty assignments made by the supervisor. Position descriptions will be prepared in accordance with the requirements of AR 690-500, Chapter 511.

Section 2. Preparation of Job Descriptions. Each position description will be prepared by the Civilian Personnel Office. Certification as to compliance with official policy and grade level standards, and the appropriateness of the title, series and grade will be accomplished by the appropriate management official in the organization where the job is being established.

Section 3. Principles. The Employer agrees that the following principles shall remain as guidelines to the classification of civilian positions: (1) equal pay for substantially equal work; and (2) pay distinctions based upon actual differences in position responsibilities and qualification requirements. Continuing efforts must also be directed towards the development of sound economical position structures that avoid excess costs.

Section 4. Complaints. If an employee believes his/her position description does not adequately describe his/her duties and responsibilities, he/she should discuss the matter with his/her supervisor. The supervisor will review the employee's position description and, if changes are found necessary, will initiate action to modify the position description. If the employee is not satisfied with the results from the review with the supervisor, the complaint procedures described in AR 690-500, Chapter 511 must be followed.

Section 5. Competitive Levels. Competitive levels will be established in accordance with applicable regulations. The Employer agrees to provide the Union access to the approved Table of Distribution and Allowances upon request to the appropriate office or directorate. Employees that are in the same competitive area, have the same pay plan, occupational series, and grade, and are similar in qualifications, duties, responsibilities, and working conditions shall be placed in the same competitive level, to the maximum extent practicable consistent with appropriate regulation.

Section 6. Employees will be provided with a current and accurate position description.

ARTICLE 23

SAFETY AND HEALTH

Section 1. General. The Employer has the responsibility to provide safe working conditions and to develop a safe work environment. The Union will cooperate with and assist the Employer in meeting this responsibility.

Section 2. Union Role. The Union shall encourage unit employees to observe safety rules and safe procedures.

Section 3. Correction of Conditions. Whenever it is determined by appropriate authority that unsafe and/or unhealthy conditions exist and pose a danger to the employees, such conditions will be corrected. If a question arises as to the objection of an employee to perform work which he/she considers unsafe and hazardous, then the matter shall be referred to the Safety Director by the supervisor for determination. If no agreement is reached, the matter shall be processed as a grievance.

Section 4. Physical Examination. The Employer agrees that each employee in the bargaining unit shall be provided a physical examination in accordance with applicable regulations.

Section 5. Environmental Differential Pay. Environmental Differential Pay (EDP) will be paid in accordance with applicable rules and regulations.

ARTICLE 24

TRAINING AND CAREER DEVELOPMENT

Section 1. General. The Parties recognize that the training and development of employees is essential to efficient operation. Management has a responsibility to provide the training necessary to assure maximum efficiency of civilian employees in the performance of their official duties, and to encourage employee self development. Employees have the responsibility to take full advantage of the training made available and for applying the learning to their job.

Section 2. Affirmative Action. Registration fees and payment for job oriented courses shall be consistent with applicable regulations. Affirmative action will be taken by all individuals having responsibility for the development of employees to insure that equal opportunity to participate in training and development programs is given every employee who needs training and meets established standards, irrespective of race, creed, color, national origin, age, sex, or handicapping condition.

Section 3. Meetings/Conferences. "Meetings" or "conferences" attended for training purposes will have an organized, instructional program of study, with stated learning objectives to be reached by the participants, and such meetings/conferences will be processed as training. Attendance at meetings/conferences which are not considered as training, but which will contribute to improved conduct, supervision, or management of official duties will be processed in accordance with guidance contained in RIAR 690-20. The final determination if a meeting/conference is to be processed as training will be made by SMCRI-PCT.

Section 4. Fees. A membership fee, to the extent the fee is a necessary cost directly related to the training itself or that payment of the fee is a condition precedent to undertaking the training, may be paid by the Employer.

Section 5. Training Needs. Management agrees to review the training needs of each employee at least once a year. Training needs will be identified by the employee and supervisor. The supervisor will determine which needs are to be reported to SMCRI-PCT at the time of the annual inventory. Employees who have been scheduled for training which is subsequently cancelled will be advised as to the reasons for such action.

Section 6. High Potential. Unit employees in a career field having a "high potential" program designation, identified and formally approved by higher headquarters (by regulation or personnel guidance) shall be made aware of their inclusion or exclusion in the "high potential" category. Employees, upon request, shall be afforded counseling concerning the criteria utilized to select "high potential" employees from the Career Program Manager. No other list, ranking employees by potential, shall be maintained without knowledge of unit employees.

Section 7. Employees who are required to maintain a professional certification, i.e., bar membership, as a condition of employment, may be granted administrative leave in a calendar year to participate in activities

which are required by the licensing authority to maintain the professional certification.

a. Employees desiring to use administrative leave under this provision will submit a request to the supervisor for approval as far in advance as practicable but no less than a minimum of one pay period in advance of the desired activity identifying the desired activity.

b. Approval will be based upon work load considerations and the supervisor's determination that the requested training is necessary for meeting professional requirements to maintain professional certification.

c. Employees who have already been provided sufficient training at Government expense to meet the professional certification requirements will not be eligible for the administrative leave.

d. Professional certification remains the responsibility of the employee and the employee should schedule such requests under this provision equitably over the time period allowed by the professional licensing authority.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. Union Support. The Union agrees to support the Employee Assistance Program (EAP). The Employer agrees to provide confidential counseling and referral services for any employee who desires the same.

Section 2. Participation. The Union agrees to designate one member to actively participate in the Alcohol and Drug Dependency Intervention Council (ADDIC).

ARTICLE 28

CONTRACTING OUT OF WORK

Section 1. The Employer agrees to inform the Union prior to any contracting out of work that will result in displacement of employees within the bargaining unit. The Union will be kept informed of Commercial and Industrial Type Activity (CITA) review actions that may affect their jobs.

Section 2.

a. The Employer will provide the Union the opportunity to submit their comments during the development of the Performance Work Statements (PWS). The opportunity for the Union to comment does not restrict management's statutory authority to make decisions on contracting out.

b. Agency regulations in effect at the time will govern Union participation in matters dealing with contracting out.

Section 3. Release of information and Union involvement in the cost comparison process are subject to controlling Agency regulations. The confidentiality of both the in house cost estimate and the contract price will be maintained to ensure that they are completely independent.

Section 4. The Employer agrees to provide the Union with a copy of Solicitations for Bid on the date that solicitations are mailed out.

Section 5. The Union may appeal the cost comparison analysis and its result. The appeal will be made in accordance with the appropriate regulations.

Section 6. The Employer further agrees to attempt to minimize displacement action by making appropriate efforts to place eligible employees in accordance with Article 19.

ARTICLE 29

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to cooperate in providing equal opportunity for all employees to prohibit discrimination because of age, sex, race, religion, color, national origin, creed or handicapping condition, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

ARTICLE 30

TRAVEL

Section 1. Scheduling. Management whenever practicable, will schedule, or allow scheduling of, necessary travel time enroute within an employee's regularly scheduled tour of duty in connection with official travel. In the event it is necessary to schedule personnel during other than normal duty hours, the supervisor will provide the employee the reason(s) why scheduling cannot be during duty hours. Employees shall normally not be required to travel except under the conditions and procedures prescribed by pertinent Agency and Office of Personnel Management regulations.

Section 2. Reimbursement. Employees required to travel shall be reimbursed after submitting necessary vouchers and orders in accordance with Army regulations for per diem, subsistence, and/or other allowable travel expenses in accordance with Joint Travel Regulations.

Section 3. Travel Advances. Employees may request an advance of funds for authorized travel in accordance with the Joint Travel Regulations. Advances of funds will not be regarded as a routine adjunct to the performance of official travel. An advance of funds will not be made for less than \$50, unless authorization is for reimbursement of a registration fee in excess of \$10, or when financial hardship would be imposed on a traveler in an individual case if required to pay for allowable expenses from personal funds.

Section 4. Meetings and Symposiums. Authorized attendance at recognized professional meetings and symposiums will be a TDY assignment in accordance with existing regulations. The Parties will formulate a set of procedures to provide fair and equitable opportunities for attendance by all employees.

Section 5. Overtime. In accordance with applicable regulations, overtime work while on TDY will be officially authorized by the administrative office having jurisdiction over the employee. When it is known that overtime work will be required prior to TDY, the authorization will be in writing. When a requirement develops during travel, the traveler will obtain verbal approval from his/her supervisor who will document same in writing.

Section 6. Military Aircraft. Employees will be encouraged, but not required, to travel in government/military aircraft in CONUS when it is determined to be more advantageous to the Employer, except in those cases where as a condition of employment, employees are required to perform official travel in government/military aircraft in accordance with applicable travel regulations.

ARTICLE 31

GENERAL PROVISIONS

Section 1. Office Space.

- a. The Employer agrees to lease office space to the Union at a rental rate established by the Employer and the Corps of Engineers.
- b. Telephone service, Class C, shall be made available in accordance with applicable regulations.
- c. The office may be staffed only during the hours of 1200 to 1430, Monday through Friday, by one of the members of the Union executive committee designated in writing by the Union to the Labor and Management-Employee Relations Division.
- d. The assigned representative shall conduct only those representational duties specifically authorized in this agreement.
- e. The assigned representative shall use the Employer's timekeeping system while staffing the office.
- f. The assigned representative shall insure the Union representatives visiting the office follow the Employer's timekeeping system.
- g. The office will normally be restricted to Union officers, chief stewards and stewards having authorized representational business to transact. The office will be used only by the Union for conduct of its business; no other Union or group may use the Union office for any purpose.
- h. If office space is leased, the Employer will make available a desk, table, filing cabinet and chairs, if surplus to the needs of the Employer, for use in the office.
- i. Union officials, recognizing their responsibility to perform their primary duty as a government employee, agree to use the office in an efficient manner to accomplish required representational business in a minimum amount of time.

Section 2. Copies of Personnel Actions. In accordance with applicable laws and regulations, employees will be furnished copies of official personnel actions and correspondence included in their Official Personnel Folder. However, it is the responsibility of the employee to make or obtain copies of materials initiated by the employee for voluntary inclusion in their Official Personnel Folder.

Section 3. Cleanup Responsibilities. Janitorial duties, normally including mopping, window washing, floor polishing, etc., and the lifting of heavy material, will normally not be required of employees in the bargaining unit unless such duties are job related. The Union, however, recognizes that it is the employee's responsibility to maintain his/her immediate work area (desk, table, drafting table, etc.) in a neat and orderly condition during and at the end of each workday.

Section 4. Individual Recognition. The Employer agrees that each supervisor and management official shall recognize employees in the bargaining unit for contributions of efficiency, economy, inventions, scientific achievements, and other improvements of government operations that are above those normally expected in accordance with applicable regulations.

Section 5. Parking. Reserved parking spaces at Arsenal Island will be assigned IAW local regulations. The Union will be provided an opportunity to negotiate as appropriate prior to implementation of changes in the local parking regulation. The Employer agrees to provide the Union one (1) reserved parking space in proximity of the Union office or the president's work site.

Section 6. The Employer will provide a space, as available, to the Union for meetings, upon request by the Union. Requests shall be submitted in writing, to the Labor and Management-Employee Relations Division, at least one work day prior to the desired date. The Union shall be responsible for the suitable use and care of space that is made available to them. In the event that the Union reserves space without submitting a request to the Labor and Management-Employee Relations Division, the Union shall be responsible for any fees or charges that may be incurred resulting from the use of the reserved space.

Section 7. Press Conferences. Prior to the NAGE, Local R7-68 president notifying the media, for the purpose of inviting the media onto the installation for a Union initiated press conference relating to Union business, the Union president will notify the Public Affairs Officer, either telephonically or in writing, in sufficient time, (normally at least one work day in advance) to coordinate the proposed date and time of the press conference with Law Enforcement officials and with other scheduled installation activities. If a conflict in scheduling occurs, the Public Affairs Office will coordinate with a representative Labor and Management-Employee Relations Division and president, NAGE, Local R7-68 to resolve the scheduling conflict.

Section 8. Long Distance Phone Calls. The Union will assume all charges for all long distance phone calls made by Union representatives in the course of conducting Union or representational business. The Employer's Class A telephone may be utilized to place long distance calls. However, the Union will use a phone charge card so that the charges will be made directly to the Union.

Section 9. Electronic Funds Transfer. The Parties agree to support and encourage employees to consider the Electronic Fund Transfer (EFT) program as a cost effective method of receiving their paycheck. The Electronic Funds Transfer shall be handled in accordance with applicable regulations.

Section 10. Computers. Employees who are designated union representatives, to whom a personal computer is assigned, may use the computer for the conduct of representational business, limited to use of the computers:

- a. only as a word processor, with no introduction of personal programs or other software;
- b. no use of networking or E-MAIL for communication with others; and
- c. no storage of correspondence in the Employer's hard drive.

ARTICLE 32

PUBLICIZING THE AGREEMENT

Section 1. Copies. The Employer shall furnish each employee in the bargaining unit with a copy of this agreement.

Section 2. New Employees. The Employer agrees that as part of their orientation, all new or rehired employees in the bargaining unit shall be informed of the Union's exclusive recognition status.

Section 3. Printing. Copies of this agreement shall be prepared and printed by the Employer.

ARTICLE 33

DURATION OF AGREEMENT

Section 1. In accordance with 5 USC 7114(c), the agreement between the Parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations, or published policies of higher echelon are found, higher echelon will advise the Commander, HQ, AMCCOM, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the central labor authority. The Parties will meet and negotiate the required changes in the agreement.

Section 2. This agreement shall remain in full force and effect for three (3) years from the date approved by higher echelon or thirty (30) days from submission, whichever is earlier.

Section 3. The termination date of the agreement shall be considered to be 12:01 a.m. on the anniversary of the date identified by Section 2.

Section 4. Either party may give written notice to the other, not more than one hundred five (105) days, nor less than sixty (60) days prior to termination date of this agreement, or any anniversary date thereafter, of its intention to terminate this agreement in its entirety, or to renegotiate this agreement, or any part thereof. If neither party gives timely notice, this agreement shall be automatically renewed for one (1) additional year.

Section 5. When notice to renegotiate this agreement is given, the moving party shall indicate the subject article(s) in which changes are sought, together with a copy of the proposed changes. Negotiations on the proposed changes will begin within thirty (30) calendar days after receipt of such notice. If, for good and sufficient cause, either party requests an additional extension of time, that extension shall not exceed fifteen (15) calendar days.

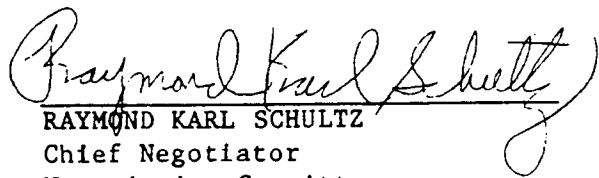
Section 6. If renegotiation of this agreement is in progress, but completion at the local level has not been accomplished by its termination date, the agreement will be extended for a period of not to exceed six (6) months.

Section 7. The articles or sections of this agreement may be reopened for amendment(s) by mutual consent of both Parties. Requests for such amendment(s) by either party shall include a written summary of the amendment(s) and a reasonable time (15 workdays) after receipt of such notice to review the proposed amendment(s). If the Parties mutually agree that opening of the agreement is warranted, they shall arrange to begin negotiation on a mutually agreed date. No changes other than the agreed-upon amendments shall be considered during negotiations.

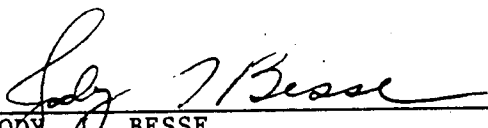
Section 8. This Agreement shall be subject to reopening eighteen (18) months after its effective date. To execute this provision, either party shall serve notice between the sixtieth (60th) and thirtieth (30th) day prior to the eighteen (18) month anniversary date. The parties further agree that proposals submitted under this midterm reopener shall not address more than five (5) articles per party. Any agreements reached by the parties under this provision shall be distributed to bargaining unit employees.

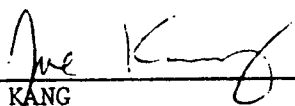
In witness whereof the Parties hereto by their authorized representatives have executed this Agreement on this 17th day of May 1993.

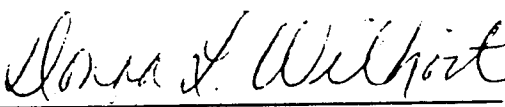
National Association of
Government Employees,
Local R7-68

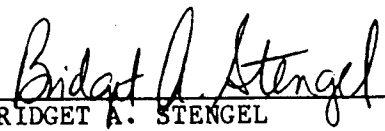

RAYMOND KARL SCHULTZ
Chief Negotiator
Negotiating Committee


Headquarters,
U.S. Army Armament, Munitions
and Chemical Command



JODY L. BESSE,
Chief Negotiator
Negotiating Committee

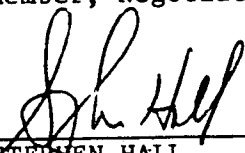

JOE KANG
Member, Negotiating Committee


DONNA L. (CORDOBA) WILHOIT
Member, Negotiating Committee


BRIDGET A. STENGEL
Member, Negotiating Committee

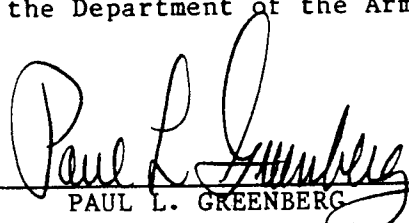

RONALD A. BASILE
Member, Negotiating Committee


RICHARD R. MCNULTY
Member, Negotiating Committee


STEPHEN HALL
Member, Negotiating Committee

EXECUTED:

Under authority delegated by the Secretary
of the Army, this Agreement is executed
for the Department of the Army.


PAUL L. GREENBERG
Major General, USA
Commanding

Negotiated Agreement approved by AMC on 17 June 1993.